

AGREEMENT

BETWEEN

GREEN TOWNSHIP BOARD OF EDUCATION

AND

**GREEN TOWNSHIP EDUCATION
ASSOCIATION**

July 1, 2004 through June 30, 2007

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 2004 by and between the GREEN TOWNSHIP BOARD OF EDUCATION, in the County of Sussex, New Jersey, hereinafter referred to as the "BOARD" and the GREEN TOWNSHIP EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION", represents for the life of this Agreement, the complete and final understanding on all bargainable issues between the Board and the Association.

ARTICLE I - RECOGNITION

The Green Township Board of Education (the "Board") hereby recognizes the Green Township Education Association (the "Association") as the sole and exclusive representative for negotiations concerning grievances and terms and conditions of employment, in accordance with Chapter 123 of the Public Laws of 1974, for all certified personnel employed by the Board, whether under contract or on leave, and teacher assistants, but excluding temporary personnel, administrative personnel, consulting personnel, per diem personnel, substitutes, and all other personnel not specifically included above.

Whenever the word "EMPLOYEE" is used in this agreement, it refers to all employees covered by this agreement. Whenever the word "FULL TIME EMPLOYEE" is used in this agreement, it shall mean: 1) an employee who commenced employment after June 30, 1998 and whose normally scheduled work week is equal to or greater than 28 hours for the school year 2001-2002 and thereafter. Whenever the word "PART TIME EMPLOYEE" is used in this agreement, it refers to an employee who commenced employment after June 30, 1998 and whose normally scheduled work week is less than 28 hours in the school year 2001-2002 and thereafter.

ARTICLE II - SUCCESSOR AGREEMENTS

A. The parties agree to enter into collective negotiations concerning a Successor Agreement, in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement concerning terms and conditions of employment.

B. The parties agree to enter into collective negotiations concerning a successor agreement according to the timetable established by PERC or earlier by mutual agreement between the Board of Education and the Education Association.

ARTICLE III - RIGHTS AND PROTECTION IN REPRESENTATION

A. The public employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join and assist any employee organization, or to refrain from any such activity.

B. The Association, as majority representative, shall be the exclusive representative for collective negotiation concerning the terms and conditions of employment of the public employees covered by this Agreement. The Association shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to employee organization membership.

ARTICLE IV - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" is a claim that a violation of the language of the contract affecting an employee's terms and conditions of employment has taken place.

2. The term "grievance" and the procedure relative thereto should not be deemed applicable in the following circumstances:

a. The failure or refusal of the Board to renew a contract of a non-tenured employee.

b. In matters where a method or review is prescribed by law, or any rule, regulations or by-law of the State Commissioner of Education or the State Board of Education.

c. In matters where the Board is without authority to act.

3. A "grievance" may be raised by an individual or group of individuals of the Association at the request of and on behalf of an individual or group of individuals.

B. PURPOSE

1. The purpose of the procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment for the employees covered by the contract.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every reasonable effort should be made to expedite the process. The time limits may be extended, however, by mutual agreement.

2. A grievance may be instituted under the provisions hereof within twenty (20) calendar days of when the act which is the subject matter of the grievance has occurred or the employee should have known that it occurred. Failure to act within the said twenty (20) day period, shall be deemed to constitute an abandonment of the grievance.

D. LEVELS

LEVEL 1. Principal.

a. The employee who has a grievance shall discuss it first with the Principal within twenty (20) calendar days as described in C(2) above.

b. If, as a result of the informal discussion, the matter is not resolved, the grievant shall initiate a grievance in writing to the Principal within seven (7) calendar days of the date of the discussion on the appropriate form (Attached), giving the full details of the grievance. Failure to file a written grievance within said seven (7) day period shall be deemed to constitute an abandonment of the grievance. The Principal shall communicate a decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

LEVEL 2. Superintendent of Schools

a. If the grievance remains unresolved, the grievant, no later than seven (7) calendar days after receipt of the above decision may appeal it to the Superintendent. The appeal must be made on the appropriate form and have attached the prior decisions reached at Level 1. Failure to file a written appeal within said seven (7) day period shall be deemed to constitute an abandonment of the grievance. The Superintendent of Schools shall render a decision in writing to the grievant within fourteen (14) calendar days of the receipt of the appeal.

LEVEL 3. Board of Education.

a. If the grievance is not resolved at Level 2, the grievant may, no later than seven (7) days after receipt of the Superintendent's decision request a review by the Board of Education. Failure to file a written request for review within said seven (7) day period shall be deemed to constitute an abandonment of the grievance. The request shall be made on the appropriate form and have attached decisions reached at Levels 1 and 2. The request shall be made through the Superintendent. The Board, or a committee thereof, shall review the grievance and, at the option of the Board, may hold a hearing with the grievant. If a hearing with the grievant is held, a decision shall be rendered in writing within forty-five (45) calendar days of receipt of the appeal. If the Board does not hold a hearing, the decision shall be rendered, in writing, no later than thirty (30) calendar days after the receipt of the appeal.

LEVEL 4. American Arbitration Association

a. If the grievant is not satisfied with the disposition of the grievance at the Board level, he shall have the right to request arbitration pursuant to the rules and regulations established by the American Arbitration Association. A written request for arbitration shall be delivered to the Superintendent no later than fourteen (14) calendar days following the determination by the Board or the date the determination was due. Failure to file a written request for arbitration within said fourteen (14) day period shall be deemed to constitute an abandonment of the grievance.

b. The authority of the arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add, subtract from, or modify any of said provisions. In rendering his decision, the arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education. The arbitrator shall further be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

c. The arbitrator shall render an opinion in writing along with findings of fact and conclusions of law. The arbitrator's decision shall be final and binding on the parties, subject to N.J.S.A. 2A:24. Neither party waives its rights under the law.

d. The costs for the service of the arbitrator shall be borne by the Association in the event the grievance is denied and by the Board in the event the grievance is upheld. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE V - MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities vested in it prior to signing of this Agreement:

B. The exercises of the foregoing powers, rights, authorities, duties or responsibilities, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law.

ARTICLE VI - EMPLOYEE RIGHTS

A. REQUIRED MEETINGS OR HEARINGS.

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee member, representative, or agent thereof concerning any matter which would adversely affect the continuation of that employee's office, position, or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have representative(s) of the Association present to advise the employee during such meeting or interview.

B. CRITICISM OF EMPLOYEES.

Any employee can select or reject public discussion of a personal or personnel matter. Otherwise, any question or criticism by a supervisor, administrator or Board members of an employee shall be made in confidence and not in the presence of students, parents or other public gatherings.

C. ASSOCIATION IDENTIFICATION.

No employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates.

ARTICLE VII - ASSOCIATION RIGHTS

A. RELEASED TIME FOR MEETINGS

Whenever any employee is required or requested by the Board of Education to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay.

B. BULLETIN BOARDS

The Association shall be assigned adequate space on a designated bulletin board for association notices. Copies of all materials to be posted on said bulletin board shall be given to the building principal but no approval shall be required. Said bulletin board shall not exceed three feet by five feet, shall be in the designated employee's lounge and shall be marked as the "Green Township Education Association Bulletin Board".

C. USE OF SCHOOL BUILDINGS.

The Association may use the school buildings in accordance with Board policy 1330, adopted July 2, 2003, for the use of such building by community groups.

ARTICLE VIII – WORK YEAR

- A. The in-school work year for employees employed on a ten (10) month basis shall not exceed one hundred eighty-four days. These days shall include any days the employee is required to be in attendance.

ARTICLE IX - EMPLOYEE HOURS AND TEACHING LOAD

A. EMPLOYEE DAY

1. Upon arrival at school, employees shall indicate their presence by placing a checkmark in the appropriate column of the sign-in roster.
2. The regular workday for employees shall not exceed 7 hours.

B. PREPARATION TIME

- A. All full time teachers shall in addition to their lunch period, have one daily preparation period during the regular teacher work day, except for one such period a week when the employee may be assigned to other duties at the discretion of the Superintendent or principal. (See Article XXII regarding part time teachers.)
 - a. Should a full time teacher receive more than one daily prep period, the teacher may be assigned to other duties for any or all of those prep periods exceeding four per week.

These duties may include:

- a. Cafeteria supervision
- b. Playground supervision
- c. Hall duty
- d. Bus duty
- e. Unforeseen or emergency situations

2. Whenever an assigned employee is absent every reasonable effort will be made to secure a substitute.

3. Should a substitute be unavailable, then a payment of thirty-five dollars and zero cents (\$35.00), will be paid for each planning period when used to cover for a substitute. Payment will be made by the 30th of the month following.

ARTICLE X - EMPLOYEE EVALUATION

A. GENERAL CRITERIA

1. All formal written evaluations of employees shall be conducted openly and with full knowledge of the employee.
2. Non-tenured teachers shall be observed at least three times during the school year.

B. SPECIFIC PROCEDURES

1. A conference between administrator and employee shall be held within ten (10) working days following observation and preceding completion of the formal written evaluation.
2. All formal evaluations shall be in writing. A copy of the evaluation will be presented to the employee at least 24 hours prior to the employee/administrator conference.
3. The employee shall have the right to respond to any formal evaluation in writing and have that response attached to the evaluation before it is placed in the employee's file. Upon request, any employee response shall be brought to the attention of the Board. Such a response must be made within ten (10) working days of an employee receiving the written evaluation. Failure to present such a response within that time frame will be deemed an abandonment of the right to attach such a response to the evaluation.
4. The employee shall have the right to review and copy the contents of the employee's personnel file upon written request twenty-four (24) hours in advance at a cost of \$.03 per page. The review of said file shall be conducted in the confines of the Administration Offices.

ARTICLE XI - EMPLOYEE ASSIGNMENT

A. NOTIFICATION

1. All employees shall be notified, in writing, by May 15th of their class and subject assignments for the following year.

2. If, in the judgment of the Board, revisions in assignments are necessary, after May 15th, employees involved in these reassignments will be notified, in writing, of said revisions as soon as possible and practicable.

ARTICLE XII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each employee who is eligible by statute shall receive ten (10) days of sick leave for each school year which may be utilized in the event of personal illness.
2. All days of sick leave not utilized shall be cumulative.
3. Each September, every employee shall receive a written accounting of accumulated sick leave.
4. Reimbursement of accumulated sick leave will be as follows:

An employee who retires or otherwise voluntarily terminates employment with the district shall be reimbursed for accumulated unused sick leave provided such employee has a minimum of ten (10) years of service with the district. Such reimbursement shall be subject to a maximum of days and shall be paid at the rate of $\frac{1}{2}$ the daily substitute rate in effect at the time of termination.

5. The reimbursement for accumulated unused sick leave days shall be made on July 1st of the calendar year following the district's receipt of the notification of retirement.

B. PERSONAL DAYS

1. A full time employee shall have available each school year, three (3) personal days.
2. The request for personal days must be in writing for one of the following reasons:
 - a. Religious
 - b. Business
 - c. Legal
 - d. Family
3. Except in cases of emergency, personal days may be taken upon five (5) days notification to the Superintendent and subject to approval.
4. At the end of each school year personal leave not utilized shall be added to accumulated sick leave.

C. FAMILY SICK LEAVE

1. The Board agrees to grant full time employees a maximum of two (2) days for immediate family illness.

2. Immediate family is defined as spouse, parents, sister, brother, children, step-children, parents-in-law, and grandparents.

D. DEATH IN FAMILY

1. Full time employees may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) calendar days to be used within 30 days of the day of death.

2. Immediate family is defined as spouse, parents, sister, brother, children, stepchildren, parents-in-law, and grandparents.

E. DISABILITY LEAVE

1. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.

(a) In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.

(b) No later than ninety (90) days prior to the anticipated delivery date, the employee shall request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for child care, as provided for in (F) below.

2. The Board of Education reserves the right to regulate the commencement and termination date of anticipated disability leaves in order to preserve education continuity. The Board and/or Superintendent may request a verification of the disability and need for a leave. An employee who is placed on involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits, except to the degree that the same is in contravention of any of the applicable family leave legislation.

F. CHILDCARE LEAVE

1. In addition to such childcare leave as is mandated by State and Federal Family Leave Legislation, the Board may grant voluntary unpaid leave of absence for the purposes of childcare of an infant to an employee who fulfills the requirements set out below. Approval is conditioned upon adequate staffing as determined by the Board of Education. No requests will be disapproved arbitrarily, discriminatorily, or capriciously.

1. Childcare leave is available only to tenured employees.
2. Such leave of absence may be for one-half school year or one full school year at the request of the employee and the approval of the Board. Extensions will only be granted at the complete discretion of the Board of Education.
3. To avoid unnecessary interruptions in instruction, childcare leaves shall commence on either September 1st or February 1st following the leave. At the discretion of the Board, other dates may be considered.
4. An employee desiring an unpaid leave shall apply no less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is made for a specific leave period as soon as the employee is informed of the custody date.
5. To be eligible for a salary increment, an employee must work at least ninety (90) days in the school year that the leave commences or terminates.
6. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. If the insurance carrier agrees, the employee may carry insurance at his/her own expense.

G. SABBATICAL LEAVE

1. A sabbatical leave may be granted to an employee by the Board for graduate study in an employee's field of specialization and certification, or for other reasons of value to the school system. A sabbatical may not be granted without the approval of the Superintendent of Schools.

2. Sabbatical leave may be granted subject to the following conditions:

- a. If there is a qualified applicant, sabbatical leave shall be granted to one (1) employee at any one time. Sabbatical leaves may be for a full year.
 - b. Request for sabbatical leave must be received by the Superintendent in writing giving full details concerning the purpose, school and other relevant information concerning the sabbatical, no later than January 1, and action must be taken on all such requests no later than March 1, of the school year preceding the school year for which the sabbatical is requested.
3. To qualify for sabbatical leave the applicant must have completed a minimum of ten (10) full years of service to the Green Township School District.
 4. An employee on Sabbatical shall not receive benefits from nor shall the employee be paid by the Board during the sabbatical period.
 5. Upon return from sabbatical, an employee shall be placed on the salary guide at the level at which said employee would have achieved had the employee remained continuously employed by the Board. However, the employee shall receive seniority but no longevity credit for the year of the sabbatical.

ARTICLE XIII - MEETINGS

A. Employees may be required to remain after the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall be limited to an aggregate of twenty-five (25) hours each school year and the length of each such meeting, to the extent reasonably possible, shall be limited to two (2) hours. These meetings shall not be considered in determining whether an employee is full time. Part-time employees who are required to return to work to attend such meetings shall be paid for said attendance at their effective hourly rates of pay. Part time employees who are present in the district as a function of their employment when such meetings begin shall attend without additional compensation.

B. To the extent reasonably possible, an agenda for such meetings shall be distributed forty-eight (48) hours in advance of any such meeting. The agenda shall list, to the extent then known, the items to be discussed at such meeting. Employees shall be afforded a reasonable opportunity to place additional items on the agenda and time permitting, to have such items considered by the participants.

C. There will be two (2) afternoon conferences not to go beyond 4:00 p.m. (one fall and one spring); there will be four (4) evening parent conferences (two fall and two spring) from 6:00 p.m. to 9:00 p.m. In addition, attendance at Back-To-School Night is required. There shall be one (1) additional evening program assignment to be scheduled at the discretion of the Administration. Volunteers will be sought first, and in the absence of volunteers, the Administration shall have the right to provide coverage by assigning the necessary personnel. Under no circumstances will any employee be assigned more than one (1) such additional evening program per school year. Attendance at these conferences and events shall be in addition to the regular work day/week and shall not be considered in determining whether an employee is full time.

ARTICLE XIV - PRINTING AGREEMENT

A. The parties agree that, within thirty (30) days after the execution of this Agreement, the parties shall meet and agree on the format of this Agreement. Copies shall thereafter be printed, the cost of which shall be borne equally by the board and the Association. The Board agrees to furnish a copy of the printed Agreement to all current unit employees, and to all future unit employees upon the execution by such employees of their individual employment contracts.

ARTICLE XV - MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any provisions of this Agreement is held to be contrary to law by competent authority, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, hand-delivered with receipt certified mail, or regular mail at the following addresses:

1. If by Association to Board at: Green Township Board of Education
P.O. Box 14
Greendell, New Jersey 07839
2. If by Board to Association at: Green Township Education Association
P.O. Box 14
Greendell, New Jersey 07839

D. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination for reasons of race, creed, color, religion, national origin, sex, or marital status.

ARTICLE XVI - SALARIES

A. New salary guides for 2004-2005, 2005-2006 and 2006-2007 are annexed hereto as Addendum A. The increase in salary shall be 4.40% for 2004-2005, 4.35% for 2005-2006 and 4.30% for 2006-2007 computed each year on the previous year's salary basis for both certified staff and teacher assistants.

Movement on the guide for years of experience and educational achievement shall occur in September of the year following attainment of the years of experience or educational achievement.

B. Longevity Payments - Certificated Staff

The Board recognizes the importance of continual service to the district and will pay a longevity payment commencing in September of the year following completion of ten (10) years of continuous employment in the district and each year thereafter as listed below.

LONGEVITY PAYMENTS

<u>Completed Year</u>	<u>Payment Amount</u>	<u>Payable on Return of staff)</u>
10th Year	\$600.00	11th Year
11th Year	\$600.00	12th Year
12th Year	\$600.00	13th Year
13th Year	\$600.00	14th Year
14th Year	\$600.00	15th Year
15th Year	\$850.00	16th Year
**	**	**

***Longevity payments of \$850.00 will be made upon return to the district at the beginning of the 16th year and each year thereafter.

Longevity payments of \$1,000.00 will be made to certificated staff members with MA's returning to the district after twenty (20) years continuous employment in the district.

Beginning in 1999-2000 longevity payments of \$1,500.00 will be made to certificated staff members with MA's returning to the district after 25 years continuous employment in the district.

Beginning in 1999-2000 longevity payments of \$1,000.00 will be made to certificated staff members not holding MA's and who, as of July 1, 1998 have twenty (20) years continuous employment in the district

Beginning in 1999-2000 longevity payments of \$1,250.00 will be made to certificated staff members not holding MA's and who, as of July 1, 1998 have twenty-five (25) years continuous employment in the district.

C. The Board has the right to determine the number of years of experience to be recognized for purposes of placing any new hiree upon the salary and/or compression guide.

Upon determination of experience, the Board will place a new hiree in accordance with Addendum B.

D. Pay dates shall be the 15th and the 30th of each month except that in February the final pay date will be the 28th, or the last working day preceding these dates when these dates fall on a weekend or holiday. Paychecks shall be received or electronically transferred on or before these dates.

ADDENDUM B

SALARY PLACEMENT GUIDE

<u>Step</u>	<u>Years of Experience</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12 +

ARTICLE XVII – INSURANCE PROTECTION

A. Health Insurance

- a. The Board shall provide health insurance coverage (which may include an HMO or menu plan) equivalent to the New Jersey State Health Benefits Plan. The Board shall pay the full premium for each employee working 28 hours or more per week, including spouse or family plan coverage where applicable.
- b. When permitted by a change in SHBP regulations, employees who commence district employment on or after the effective date of said change shall receive a district paid New Jersey Plus plan with fully paid dependent coverage as applicable. Said employees may enroll in the Traditional indemnity plan by paying the premium differential between the New Jersey Plus or its equivalent and the Traditional indemnity plan.

If the district elects to change to a carrier other than SHBP, employees hired on or after the effective date of said change shall receive a district paid Direct Access plan (or its equivalent) with fully paid dependent coverage as applicable. Said employees may enroll in the Traditional indemnity plan by paying the premium differential between the Direct Access plan and the Traditional indemnity plan.

It is understood that said New Jersey Plus plan, Direct Access plan, or its equivalent shall be identical in terms of coverage for all employees enrolled in this plan, just as the Traditional plan will provide identical coverage for all employees enrolled in it.

- c. When statutorily permitted, employees who elect to waive coverage shall receive an annual stipend of \$2000 for Family, \$1500 for Husband/Wife, and \$1000 for Parent/Child as an incentive to waive such coverage.
- d. The district will establish an IRS Section 125 plan prior to implementation of b. and/or c. above.

- B. The Board shall additionally provide a dental care insurance protection plan by Delta Dental Plan of New Jersey, Inc. for all full-time employees, their spouse and dependent children. The Board's premium payment obligation shall be capped at the 1993-94 monthly rates, i.e., \$22.41 for "one party", \$41.65 for "two party", and \$68.35 for "three party". Any premium costs exceeding the foregoing 1993-94 rates shall be borne by the employees in

the affected rate category(ies). All present and future employees will become eligible for dental benefits on the first day of the month following two full months of continuous fulltime employment, unless otherwise approved by Delta Plan of New Jersey, Inc.

This program shall include a \$25.00 deductible per patient per calendar year with the following co-payment schedule:

1. Preventive and Diagnostic – 70/30
2. Remaining Basic Services – 70/30
3. Prosthodontia Benefits – 50/50
4. Orthodontic Benefits limited to a lifetime maximum of \$1,000 per covered individual.

ARTICLE XVIII - TUITION REIMBURSEMENT

- A. The Board agrees to pay 100% of the tuition costs incurred by full time employees to a maximum of twelve (12) credits paid at the New Jersey City University New Jersey resident rate for graduate courses. Tuition costs incurred by a part time employee shall be paid at a pro-rata rate determined by dividing the employee's normal hourly work week by 35 and multiplying that figure by the New Jersey City University New Jersey resident rate for graduate courses. The total tuition for all members shall not exceed \$20,000 for any school year.
- B. Request for tuition reimbursement on the appropriate administrative form must be made prior to or on May 30th of each year in order to receive payment for graduate courses taken.
- C. Transcript and receipt of successful completion of graduate courses must be presented to the Superintendent before payment is made. If the actual tuition for all members exceeds the \$20,000 established in "A" above, payments shall be pro-rated for each individual.
- D. Upon satisfaction of the requirements in "B" and "C", payment for all tuition reimbursement shall be made (either 100% or pro-rated) prior to the completion of the current school year. This is to assure that all association members receive their "fair share" of the tuition reimbursement.
- E. Teacher assistant tuition will be paid by the Board for all courses required by the Board.
- F. In order to be eligible for tuition cost reimbursement, the proposed course of study must be submitted to the Superintendent and approved by the Superintendent as being reasonably related to the educational program of the district and the growth of the employee as a professional. Such approval of course work by the Superintendent does not guarantee full reimbursement as delineated in section c. of this article, rather, it is an initial prerequisite of eligibility for reimbursement assuming all other contractual requirements are met.

ARTICLE XIX – EXTRA-CURRICULAR ACTIVITIES

A. The Board may, at its discretion and upon the recommendation of the Superintendent, initiate or terminate certain extra-curricular activities each year. Should the Board decide that additional extra-curricular activities are warranted, stipends shall be negotiated at that time.

B. Stipends for extra-curricular activities shall be as follows:

	<u>Effective 7/1/2004</u>	<u>Staffing</u>
Field Hockey	\$1,850.00	1 Position
Assist. Field Hockey	\$955.00	1 Position
Boys Basketball	\$1,850.00	1 Position
Girls Basketball	\$1,850.00	1 Position
Cheerleading	\$1,850.00	1 Position
Girls Softball	\$1,850.00	1 Position
Intramural Softball	\$625.00 Each	2 Positions
Athletic Director	\$625.00	1 Position
Class Advisor	\$900.00 Each	2 Positions
Drama/Musical	\$1,200.00	1 Position
Chorus	\$1,200.00	1 Position
Yearbook Advisor	\$925.00	1 Position
Student Council Advisor	\$1,200.00 Each	2 Positions
Overnight Trips	\$110.00	Per person/per night
Core Team	\$780.00 Each	4 positions
Teacher Mentor	\$1,200.00 Each	As needed
Sports Activity Monitor	\$27.50 (per event)	As needed
Beginning Band	\$1,200.00	1 Position
Advanced Band	\$1,200.00	1 Position
Handbells	\$1,200.00	1 Position
Computer Club	\$1,200.00(2X/ week Nov. thru Apr.)	1 Position
Family Math*	\$300/ 8 Hour session	3 Positions
Curriculum Writing ¹	\$30 Each/per hour	As needed

*Should the district require additional staff to take the training for Family Math, those employees thus affected shall receive a one time payment of \$100 upon demonstration of successful completion of the required training.

¹No summer curriculum work will be performed for pay without the express written approval of the Superintendent. Said work shall be performed in the district's facilities or at an alternate site with the express approval of the Superintendent. Each employee will work the hours of a normal school day for each day of compensation

received. Should a partial day be necessary, the per diem wage will be pro rated accordingly.

ARTICLE XX - FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates for the life of the Agreement, the complete and final understanding of settlement by the parties on all bargainable issues which were or could have been subject to negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- B. This Agreement shall not be modified except by mutual agreement of the parties, in writing.

ARTICLE XXI – JOB ACTIONS

- A. The parties agree that there shall be no strike or lockout during the life of this agreement.
- B. The Association agrees that during the term of this Agreement there shall be no job actions during the school day. The Association further agrees that they will not interfere with any Board approved Extra-Curricular Activity.

ARTICLE XXII - PART-TIME TEACHERS

Notwithstanding any other provisions of this Agreement, the following shall govern computation of the salaries of part-time teachers as well as their pro-rata entitlement to weekly preparation time and paid lunch time, commencing in the 1998-1999 school year and continuing thereafter.

A. A part-time teacher's "percentage of teaching time" shall be calculated by dividing the weekly number of teaching periods taught by the part-time teacher by the weekly number of teaching periods taught by full-time teachers (presently 30 teaching periods per week).

B. A part-time teacher's pro-rata entitlement to weekly preparation time shall be calculated by multiplying the part-time teacher's "percentage of teaching time" against the weekly number of preparation periods to which full-time teachers are entitled (presently 5 preparation periods per week).

C. A part-time teacher is eligible for a pro-rata entitlement to paid lunch time only if the part-time teacher is scheduled for 5 or more teaching periods on any given day or is scheduled for 25 or more teaching periods per week. If eligible per the above, the part-time teacher's pro-rata entitlement to weekly paid lunch time shall be calculated by applying the part-time teacher's "percentage of teaching time" against the weekly number of paid lunch periods to which full-time teachers are entitled (presently 5 paid lunch periods per week).

D. To calculate a part-time teacher's "total number of weekly periods", add the part-time teacher's number of weekly teaching periods, plus the pro-rata entitlement to weekly preparation time pursuant to section B above, plus the pro-rata entitlement to weekly paid lunch time pursuant to section C above (if any).

E. A part-time teacher's pro-rata salary with reference to the appropriate step on the full-time teachers' salary guide shall be calculated by multiplying the appropriate part-time salary guide figure by a percentage that is computed by dividing the part-time teacher's "total number of weekly periods" by the total number of weekly periods that full-time teachers are employed (presently 40 periods per week).

F. Examples of the foregoing, using the teaching schedules of current part-time teachers by way of illustration are as follows:

1. Part-time teacher "X" is scheduled to teach 20 periods per week. The percentage of "teaching time" is therefore .666 (20 divided by 30). The pro-rata entitlement to preparation time is .666 times 5 periods, or 3.33 periods. (There is no eligibility for prorata paid lunch, since "X" is not scheduled for 25 or more teaching

periods per week.) The total number of weekly periods is therefore 20 (teaching periods) plus 3.33 (pro-rata prep.), equaling 23.33 per week. As a percentage of a full-time teacher's week, 23.33 is divided by 40, equaling 58.325%, which is applied against the appropriate full-time salary guide figure to compute the pro-rata salary for "X".

2. Part-time teacher "Y" is scheduled to teach 25 periods per week. The percentage of teaching time" is therefore .833 (25 divided by 30). The pro-rata entitlement to preparation time is .833 times 5 prep periods, or 4.165 prep periods. Teacher "Y" is eligible for pro-rata paid lunch (25 or more teaching periods per week). The pro-rata entitlement to paid lunch is .833 times 5 lunch periods, or 4.165 lunch periods. The total number of weekly periods is therefore 25 (teaching periods) plus 4.165 (pro-rata prep) plus 4.165 (pro-rata lunch), equaling 33.33 per week. As a percentage of a full-time teacher's week, 33.33 is divided by 40, equaling 83.325%, which is applied against the appropriate full-time salary guide figure to compute the pro-rata salary for "Y".

ARTICLE XXIII - DEDUCTIONS FROM SALARY

A. Voluntary Deductions:

1. The Board agrees to deduct from the salaries of its employees' dues for the Green Township Education Association, the Sussex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable statute and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person(s) as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person(s) designated shall disburse such moneys to the appropriate Association or Associations. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
2. All employees shall be permitted to utilize Automatic Payroll Deductions for the transfer of monies to the current list of financial institution(s). Deductions shall be made on each scheduled pay day. Monies deducted, together with records of any corrections shall be transmitted to each financial institution within seven (7) days following the pay day on which deductions are made. Any changes in the institution to which employees request deductions to be directed shall be accomplished during two (2) thirty day periods which will commence on September 1 and March 1 of each year. Changes in the monetary amount of deductions being made to the employees currently elected institutions shall be made on the pay date following one month's notice of said change. The current list of financial institutions contains the following:

Newton Trust
Equitable
Prudential Insurance

Said list shall not be amended without the express approval of the Board of Education or their designee.

B. Representation Fee:

1. If an employee does not become a member of the Association during any membership year (*i.e.*, September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
3. On or about October 30th of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
4. The Board will deduct from the salaries of the employees referred to in Paragraph 3 above the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
5. Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
6. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 3 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than one month after the Board received said notice.
7. On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding month. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
8. The Association shall establish and maintain a Demand and Return System which gives representation fee payers a procedure to contest the amount of the fee in accordance with NJSA 34:13A-5.5c.

C. Indemnification

The Association shall indemnify and hold the Board of Education harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise by reason of the Board of Education acting to comply with the provisions of this article, except where said liability is due to the Board of Education's failure to withhold the amount specified by the employee and/or Association or where the Board of Education or its agents have failed to comply with the time constraints for the transmission of said deductions to the specified institutions or agents.

ADDENDUM A

2004-2005

	A	B	C	D	E
STEP	BA	BA+15	BA+30	MA	MA+30
1	\$39,632	\$41,132	\$42,632	\$45,632	\$48,632
2	\$41,632	\$43,132	\$44,632	\$47,632	\$50,632
3	\$43,632	\$45,132	\$46,632	\$49,632	\$52,632
4	\$45,632	\$47,132	\$48,632	\$51,632	\$54,632
5	\$47,632	\$49,132	\$50,632	\$53,632	\$56,632
6	\$49,632	\$51,132	\$52,632	\$55,632	\$58,632
7	\$51,632	\$53,132	\$54,632	\$57,632	\$60,632
8	\$53,632	\$55,132	\$56,632	\$59,632	\$62,632
9	\$55,632	\$57,132	\$68,632	\$61,632	\$64,632
10	\$57,632	\$59,132	\$60,632	\$63,632	\$66,632
11	\$69,632	\$61,132	\$62,632	\$65,632	\$68,632
12	\$61,632	\$63,132	\$64,632	\$67,632	\$70,632

2005-2006

	A	B	C	D	E
STEP	BA	BA+15	BA+30	MA	MA+30
1	\$41,186	\$42,686	\$44,186	\$47,186	\$50,186
2	\$43,186	\$44,686	\$46,186	\$49,186	\$52,186
3	\$46,186	\$46,686	\$48,186	\$51,186	\$54,186
4	\$47,186	\$48,686	\$50,186	\$53,186	\$56,186
5	\$49,186	\$50,686	\$62,186	\$55,186	\$58,186
6	\$51,186	\$52,686	\$54,186	\$57,186	\$60,186
7	\$53,186	\$54,686	\$56,186	\$69,186	\$62,186
8	\$55,186	\$56,686	\$58,186	\$61,186	\$64,186
9	\$57,186	\$58,686	\$60,186	\$63,186	\$66,186
10	\$59,186	\$60,686	\$62,186	\$65,186	\$68,186
11	\$61,186	\$62,686	\$64,186	\$67,186	\$70,186
12	\$63,186	\$64,686	\$66,186	\$69,186	\$72,186

2006-2007

	A	B	C	D	E
STEP	BA	BA+15	BA+30	MA	MA+30
1	\$42,819	\$44,319	\$45,819	\$48,819	\$51,819
2	\$44,819	\$46,319	\$47,819	\$50,819	\$53,819
3	\$46,819	\$48,319	\$49,819	\$52,819	\$55,819
4	\$48,819	\$50,319	\$51,819	\$54,819	\$57,819
5	\$50,819	\$62,319	\$53,819	\$66,819	\$69,819
6	\$52,819	\$64,319	\$55,819	\$58,819	\$61,819
7	\$54,819	\$56,319	\$57,819	\$60,819	\$63,819
8	\$56,819	\$58,319	\$59,819	\$62,819	\$65,819
9	\$58,819	\$60,319	\$61,819	\$64,819	\$67,819
10	\$60,819	\$62,319	\$63,819	\$66,819	\$69,819
11	\$62,819	\$64,319	\$65,819	\$68,819	\$71,819
12	\$64,819	\$66,319	\$67,819	\$70,819	\$73,819

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